

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: November 19, 2018

FROM: Douglas R. Gonzales
City Attorney

SUBJECT: First Amendment to the Consulting/Professional Services Agreement with Kessler Consulting, Inc. ("Consultant") for services relating to the Solid Waste Disposal Services Project.

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Public Works
- 2) Type of Agreement – First Amendment to Consulting/Professional Services Contract
- 3) Method of Procurement (RFP, bid, etc.) – Pursuant to Section 38.40(2) of the Purchasing Ordinance – Professional Services.
- 4) Term of Contract
 - a) initial – **Pursuant to the proposed First Amendment**, the Additional Services shall commence within 30 days of the execution of the First Amendment Agreement.
 - b) renewals (if any) – n/a
 - c) who exercises option to renew –n/a
- 5) Contract Amount – Initial contract amount not to exceed \$130,000.00. **The proposed First Amendment increases the contract amount by \$50,000.00 (total contract amount not to exceed \$180,000.00).**
- 6) Termination rights – Consultant may cancel upon 30 day's prior notice in the event Of substantial failure by City to perform. City may cancel, with or without cause, upon 30 day's notice to Consultant.
- 7) Indemnity/Insurance Requirements – Consultant indemnifies and provides insurance.
- 8) Scope of Services – **The proposed First Amendment provides for the Consultant to provide the Additional Services as set forth in the attached Exhibit "B" to the First Amendment Agreement.** The initial Solid Waste Disposal Service Project Services are outlined in the Scope of Services (attached as Exhibit "A" to the original contract wherein the Consultant would assist the Dept. in conducting a solid waste analysis, researching various options which include but

are not limited to, solid waste collection and disposal, commingled collection and disposal, recycling collection and processing, current program evaluation, evaluating in-house collections versus contract collections, evaluating alley collection versus curbside collection, developing contract/bid specifications, bid evaluations to include fee and rate study for impacts of recommendations and assist with the implementation after award.

9) City's prior experience with Vendor (if any) – Yes.

10) Other significant provisions – n/a

cc: Wazir A. Ishmael, Ph.D., City Manager.